



STATE OF CONNECTICUT

**OFFICE OF THE STATE COMPTROLLER
REQUEST FOR PROPOSALS
HEALTH AND OTHER EMPLOYEE
BENEFITS CONSULTING SERVICES**

The Office of the State Comptroller (OSC), Healthcare Policy & Benefit Services Division, is seeking to obtain a contract for health and other employee benefits consulting services with one or more organizations capable of providing a full range of consulting services pursuant to OSC's responsibility to arrange and procure health insurance for state employees, state retirees and to administer three defined contribution plans and other voluntary benefit programs for state employees and retirees. A qualified vendor (Contractor) may submit a proposal to provide some or all of the above services. The proposed contract will be for the period from October 1, 2015 through September 30, 2018, with two optional one-year extensions, at the option of the Comptroller. The deadline for proposal submissions is August 13, 2015.

Copies of the Request for Proposals may be obtained at <http://www.osc.ct.gov/>, or by contacting the Office of the State Comptroller, Administrative Services Division, State of Connecticut, 55 Elm Street, Room 301, Hartford, CT 06106.

Table of Contents

- I. STATEMENT OF OBJECTIVES
 - II. BACKGROUND INFORMATION
 - III. STATE HEALTH PLAN AND CURRENT VENDORS
 - IV. DEFINED CONTRIBUTION PLAN AND CURRENT VENDORS
 - V. SCOPE OF WORK
 - VI. PROPOSAL SUBMISSION REQUIREMENTS
 - VII. SELECTION PROCESS AND SCHEDULE
 - VIII. QUESTIONNAIRE FOR GASB 45 REPORTING
 - IX. TERMS AND CONDITIONS / INSTRUCTIONS
 - X. STANDARD CONTRACT TERMS AND CONDITIONS
 - XI. EVALUATION OF PROPOSALS
- Attachment I—Notice of Intent to Bid
- Attachment II – Required Vendor Certifications and Affidavits
- Attachment III—Standard OSC Contract

**STATE OF CONNECTICUT OFFICE OF
THE STATE COMPTROLLER**

REQUEST FOR PROPOSAL

HEALTH AND OTHER EMPLOYEE BENEFITS

CONSULTING SERVICES

I. STATEMENT OF OBJECTIVES

The State of Connecticut, acting through the Office of the State Comptroller (OSC) is publishing this Request for Proposal (RFP) for the following services: (1) Health Benefits Consulting, (2) GASB 45 reporting, and (3) investment consulting. A qualified vendor (Contractor) may submit a bid for some or all of the above services. The Comptroller's Office reserves the right to award this RFP to multiple vendors by breaking up the scope of work into multiple contracts. The Contractor may be an individual or organization providing consulting services for public sector health benefits programs and public sector defined contribution plans. The Contractor selected will provide a full range of consulting services in conjunction with the Comptroller's responsibility to arrange and procure health benefit programs for (1) State employees, retirees, and eligible dependents, the (2) Comptroller's responsibility to administer the 457 Deferred Compensation Plan, the 403(b) Plan and the Alternate Retirement Program, and (3) responsibility to oversee voluntary benefits. The contract period will commence on or about October 1, 2015 and expire on September 30, 2018, with two one-year extensions at the option of the Comptroller.

II. BACKGROUND INFORMATION

The State Comptroller is empowered by Connecticut General Statutes Section 5-259 to arrange and procure "a group hospitalization and medical and surgical insurance plan" for State employees and retirees with approval of the Attorney General and the Insurance Commissioner. The Healthcare Policy & Benefits Services Division (HPBSD) of the Office of the State Comptroller (OSC) administers the State healthcare coverage program for employees and retirees. The Comptroller also procures health coverage for enrollees of the Connecticut Partnership Plan (<http://www.osc.ct.gov/ctpartner/index.html>) and non-state public employers under PA 15-93.

Effective July 1, 2010, the State of Connecticut began providing healthcare benefits to employees and retirees on a self-funded basis. The Contractor will be expected to provide a complete range of consulting services to the Office of the State Comptroller in connection with the Comptroller's responsibility to administer and manage the State health benefits program for employees and retirees, including assisting the State with health plan vendor contract negotiations.

Pursuant to Connecticut General Statutes Sections 5-264 and 5-264a OSC is charged with overseeing administration of the State of Connecticut Section 457 Deferred Compensation Plan and the State of Connecticut 403(b) Plan. The State Employees Retirement Commission, pursuant to Connecticut General Statutes 5-155a(f) has delegated administration of the Alternate Retirement Program to the OSC. The OSC and the State Employee Retirement Commission have formed an Investment Committee to oversee the investments of all three defined contribution

plans. The Contractor will be expected to provide a complete range of consulting services to the OSC and the Investment Committee in connection with the administration of the State's three defined contributions plans, including investment selection and monitoring, and advising the State on administration of a multi-manager Stable Value option.

III. STATE HEALTH PLAN AND CURRENT VENDORS

For many years, the State offered its employees, retirees and their eligible dependents a traditional indemnity plan along with several health maintenance organizations (HMO) options. In response to budgetary pressures, the State and coalition of its employee unions agreed to pursue managed care alternatives. Commencing July 1, 2010, the State began providing healthcare benefits on a self-insured basis. Currently there are approximately 210,000 covered lives in the plan. Under this arrangement, employees and retirees choose from the below-described point of enrollment (POE), point of service (POS) or preferred provider organization (PPO) plans. Annually, the State conducts an open enrollment period in May and June during which employees and retirees can make changes to their coverage.

MEDICAL BENEFITS

The current vendors participating in the State health plans for medical coverage are United Healthcare/Oxford and Anthem. The medical benefits of all the plans remain aligned and unchanged from the prior coverage year. United Healthcare/Oxford and Anthem offer Point of Service (POS), Point of Enrollment (POE) and Point of Enrollment-Gatekeeper (POE-G) plans.

Point of Service Plans (POS)—health care services are available both within and outside a defined network of providers; no referrals are necessary to receive care from participating providers. Health care services obtained outside the defined network may require pre-authorization and are reimbursed at the rate of 80% of the plan allowable cost after the annual deductible has been met.

Point of Enrollment Plans (POE)—health care services are available only from a defined network of providers; no referrals are necessary to receive care from participating providers; health care services obtained outside the defined network may not be covered.

Point of Enrollment Gatekeeper Plans (POE-G)—health care services are available only from a defined network of providers; a primary care physician (PCP) must be chosen to coordinate all care; referrals are required from the PCP for all specialist services.

Out of State—Employees whose permanent residence is outside of Connecticut will be allowed to choose from two Out of Area Plans: the United Healthcare/Oxford USA Plan and the Anthem State Preferred Out-of-Area Plan.

The Connecticut Partnership Plan offers only the UnitedHealth/Oxford POS plan for medical benefits with Caremark Pharmacy benefits in addition to offering the option for municipalities to choose from a selection of Cigna dental and vision plans.

DENTAL BENEFITS

Cigna Healthcare of Connecticut, Inc. is the carrier for the State's three dental plans. The Basic Plan is an open access type of plan that allows employees to visit any dentist. Dentists who serve State employees and retirees do not have to belong to the Cigna Network to be reimbursed for services.

The Cigna Enhanced Dental Plan is a PPO Plan featuring preventive and diagnostic care covered at 100%. There is also coverage for orthodontia. To maximize the benefits available under this plan, employees may utilize a select network of contracted dentists and specialists. There is an out of network feature. Cigna also provides a dental HMO. The primary care dentist coordinates the employee or retiree's care.

PHARMACY BENEFITS

Caremark/CVS is the State's pharmacy benefits manager. Caremark has a network of over 54,000 chain and independent retail pharmacies and also fills prescriptions by mail order. Since July 2008, the State has been self-insured for pharmacy benefits.

HEALTH ENHANCEMENT PROGRAM

In 2011, in response to a collective bargaining agreement, the State implemented the Health Enhancement Program (HEP) a value based insurance design (VBID) program. State employees, certain retirees, and their dependents that enroll in the HEP program are required to seek age-appropriate preventive services. Enrollees who are identified with one of five medical conditions (diabetes types I and II, asthma and Chronic Obstructive Pulmonary Disease (COPD), coronary artery disease, hypertension, and hyperlipidemia) must also adhere to certain condition-specific education requirements. The enhanced benefit design reduces copays for certain services to remove barriers to care for these services. The State has contracted with Care Management Solutions, Inc. (CMSI) to provide compliance monitoring and chronic conditions counseling services in connection with HEP. CMSI has contracted with Conifer Health Solutions to provide data warehousing services.

HEALTH PLAN DATA WAREHOUSE

The State's Data Warehouse (DW) is hosted by Conifer Health Solutions. The Conifer DW currently houses enrollment, paid claim and lab data received from the medical carriers, pharmacy benefit manager (PBM), dental carrier, and laboratories providing services for the State's Employee and Retiree health benefit plans. Currently, a pilot is underway to incorporate a limited set of EHR data from ACOs under contract. If the pilot is successful, EHR data will be sought from all ACOs providing services to the State Employee and Retiree health benefits plan. The DW and data warehouse reporting package can be accessed remotely 24 hours a day, 7 days a week, by designated state health plan staff or consultants via a secure web-based portal or through secure file transfer protocol (SFTP) for the purposes of financial, statistical, quality and clinical reporting.

The Conifer Data Warehouse currently receives files on a weekly or monthly basis, depending on the type of data being received. Data by Log Type are imported from files to SQL Server relational tables that match the incoming file structures and are cross-walked, normalized and

converted to Conifer data structures and later transferred to the Conifer Data Warehouse.

The Comptroller’s office will facilitate required access to the Conifer DW by the successful respondent. The Comptroller’s office will not pay additional data warehousing charges in conjunction with the award of this contract.

IV. STATE DEFINED CONTRIBUTION PLANS AND CURRENT VENDORS

The State’s three defined contribution plans have combined assets of \$4.6 billion and share a common investment platform, which features an actively managed mutual fund and an index fund in most major asset classes. The Stable Value option offers a blended rate of return to all three defined contribution plans and provides for payment at book value of participant withdrawals, transfers and other Plan benefit elections. The Fund’s assets are currently invested in four portfolios managed by Voya Investment Management, PIMCO Investment Advisors and Prudential Fixed Income Management. As of May 31, 2015, investments in the Stable Value Fund totaled \$1.6 billion with a guaranteed minimum crediting rate of 1.0%. Its current market to book ratio is 103%.

The State recently completed a procurement for recordkeeping, administration, and Stable Value management for the three plans. Effective July 1, 2015, recordkeeping for all plans will be transitioned to Prudential Retirement. Voya, the current manager of the Stable Value Fund, will continue to manage group annuity contracts and will assist in the administration of the Stable Value option. Two existing investment managers are to be replaced, and going forward the Stable Value option will have an allocation to the Prudential Guaranteed Long Term Fund.

DESCRIPTION OF PLANS

The State of Connecticut has a diverse employee population, geographically dispersed throughout the state. Approximately 70% of State of Connecticut employees are enrolled in a defined benefit plan. The remaining 30%, primarily those employed in higher education, have elected membership in a defined contribution plan, known as the Alternate Retirement Program (“ARP”).

Key demographic information is set forth below.

Active Employees	Average Age	Average Salary	Unique Participants (457/403(b)Plans)
54,753	45	\$55,942	40,105

Investments in all plans are participant directed. The Plans’ share a common investment platform, listed below. Administrative fees are deducted from the participant’s account on a quarterly basis. Utilization of the plans’ investment options differs slightly from plan to plan. All plans accept rollovers from eligible retirement plans and individual retirement accounts. Participants are

encouraged to leave assets in the plan upon separation from service.

Plan Type	Assets	Total Accounts	Active Accounts	Annual Contributions
457	\$2.5B	34,161	22,473	\$113M 99.98% Pre-Tax
ARP	\$1.1B	15,339	9,722	\$93M 100% Pre-Tax
403(b)	\$640M	7,686	5,205	\$43M 96.7% Pre-Tax

A. 457(b) Plan

The Deferred Compensation Plan was adopted in 1974 and is an eligible plan under Section 457(b) of the Internal Revenue code of 1986, as amended. Virtually all employees except rehired retirees, graduate assistants and student employees are eligible to participate in this plan. The minimum annual contribution is \$20.00 per pay period. Political subdivisions (a city, county or other local unit) that adopt the terms of the State Deferred Compensation Plan and execute a participation agreement are permitted to join the Plan. To date, fifty three political subdivisions have signed up to participate in this Plan. Investments in the Plan are participant-directed.

B. Alternate Retirement Program (“ARP”)

The State of Connecticut adopted the ARP in 1976. The ARP is a money purchase plan restricted to eligible employees in the field of higher education who elect membership in lieu of participation in the State’s defined benefit plans. The ARP is qualified under section 401(a) of the Internal Revenue Code. The employee contribution to the ARP is 5%, and the employer contribution is 8%. All investments are participant-directed. Since 2006, all new contributions to the ARP have been invested using the current investment platform..

Before 2006, another financial services provider provided record-keeping and investment management services for the ARP. Current and retired employees were permitted to maintain pre-2006 balances with this discontinued vendor, which has approximately \$1 billion in ARP plan assets under management.

C. 403(b) Plan

The 403(b) Plan is a voluntary, tax-sheltered retirement supplement plan. The 403(b) Plan is available only to State educational and hospital employees. The minimum annual contribution to the 403(b) Plan is \$200. Since 2006 all new 403(b) contributions have been made using the current investment platform. Before 2006, the State of Connecticut had multiple authorized 403(b) Plan

vendors. Active participants were permitted to maintain approximately \$342 million in pre-2006 Plan balances with these discontinued vendors. Discontinued vendors are not permitted to issue loans or to process hardship withdrawal requests. Participants in the 403(b) Plan can take in-service distributions beginning at age 59 and ½ years.

D. Investment Platform

The three defined contribution plans share a common investment platform, which features an actively managed mutual fund and an index fund in most major asset classes. The funds in the plans are as follows:

Connecticut Stable Value Fund	Stability of Principal
PIMCO Total Return Fund - Institutional Class	Bonds
Vanguard® Total Bond Market Index Fund - Institutional	Bonds
Vanguard® Inflation-Protected Securities Fund - Inst	Bonds
Calvert Bond Portfolio - Class I	Bonds
Vanguard® Institutional Index Fund - Institutional Plus	Large Cap Value
American Funds American Mutual Fund® - Class R-6	Large Cap Value
TIAA-CREF Social Choice Equity Fund - Institutional Class	Large Cap Value
Hartford Capital Appreciation HLS Fund - Class IA	Large Cap Value
TIAA-CREF Equity Index Fund - Institutional Class	Large Cap Value
Fidelity VIP Contrafund Portfolio - Initial Class	Large Cap Growth
Wells Fargo Advantage Premier Large Company Growth Fd - Inst	Large Cap Growth
Fidelity VIP Mid Cap Portfolio - Initial Class	Small/Mid/Specialty
Vanguard® REIT Index Fund - Institutional Shares	Small/Mid/Specialty
Vanguard® Mid-Cap Index Fund - Institutional Shares	Small/Mid/Specialty
JPMorgan Mid Cap Value Fund - Class I Shares	Small/Mid/Specialty
Vanguard® Explorer™ Fund - Admiral™ Shares	Small/Mid/Specialty
TIAA-CREF Small-Cap Blend Index Fund - Institutional Class	Small/Mid/Specialty
DFA Real Estate Securities Portfolio - Institutional Class	Small/Mid/Specialty

TIAA-CREF International Equity Index Fund - Institutional CI	Global / International
American Funds EuroPacific Growth Fund® - Class R-6	Global / International
Vanguard® Target Retirement 2025 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement 2015 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement 2035 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement 2045 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement Income Fund - Investor Shares	Asset Allocation

Model Portfolios: The Plans offer eight risk-based model portfolios which are managed by Morningstar Associates, LLC (Morningstar®) under its “Retirement Manager” program. The participant completes a simple risk tolerance questionnaire to determine an Investor Profile, which suggests a Model Portfolio that matches the indicated investment style and time horizon. Once the participant makes a selection Morningstar manages the model portfolio, handles rebalancing, and makes tactical adjustments to the portfolios on a quarterly basis, as needed. To date, 1,319 participants (including the majority of recent enrollees) have selected the model portfolios, which represent \$47 million in assets. Participation in the model portfolios is without additional cost to the participant.

When the plans transition to Prudential Retirement in July 2015, the model portfolios will be replaced by asset allocation models under Prudential’s GoalMaker program, which is also advised by Morningstar.

V. SCOPE OF WORK

Health Benefits Consulting:

The Contractor will assist the OSC in the ongoing management of its health benefit program. In this capacity, the Contractor will be responsible for monitoring the State's health benefits program, analyzing claims activity, interfacing with health plans as necessary, and holding meetings with State staff at least monthly, including support for, and attendance at the monthly meetings of the Health Care Cost Containment Committee (HCCCC), a joint labor-management committee. The Contractor will conduct and present its analyses of health vendor data, brief OSC staff on new developments in public sector health benefit issues, and make recommendations for improvements. The Contractor will assist the OSC monitoring shared savings programs with Accountable Care Organizations (ACOs) implemented in collaboration with the State’s medical carriers. Further, the Contractor will assist the OSC with data submissions or analysis in connection with the State’s participation in federal healthcare reform initiatives and the provisions of the Affordable Care Act.

Preferred qualifications are past experience and demonstrated proficiency in providing the services described below for public sector clients. The Contractor will be expected to provide services including, but not limited to, the following:

1. Provision of data-gathering and analytic support to representatives of the Comptroller's Office for administration, review, and evaluation of the State health plans, the Connecticut Partnership Plan and the non-state public employee plans under PA 15-93;
2. Development of analytic reports using claims, lab, EHR, and other data from State health benefit vendors for the Comptroller's Office and the HCCCC;
3. Review of existing programs and identification of recommendations for changes in plan provisions, alternative delivery systems, financing alternatives, employee contributions, and other areas, as appropriate;
4. Preparation and delivery of health plan budget proposals to the Comptroller's office for the purpose of projecting the overall costs of the plan to the Office of Policy and Management and the State Legislature, including monthly updates based on analysis of claims, lab, EHR, and other data;
5. Determination of medical and pharmacy premium equivalents;
6. Management of the competitive marketing process including development of RFP documents, drafting performance guarantees, analyzing proposals, summarizing bid findings, conducting interviews with finalists, and assisting in the selection of the health and other employee benefit providers;
7. Ongoing consultation regarding requirements of the Affordable Care Act as well as any federal or state regulatory requirements that would impact the medical, pharmacy, and dental plans;
8. Provision of ongoing program management support services.
9. Monthly reporting to OSC and the Healthcare Cost Containment Committee on plan trends and performance.
10. Provide analytic tools to OSC to enable analysts at OSC to have direct access to claims, lab, and EHR data to conduct research regarding plan performance as well as to enable OSC to collaborate with Accountable Care Organizations and other provider groups to improve the health of plan members as well as manage the cost of their care.
11. Provide Consulting services to OSC and select Accountable Care Organizations to apply findings from the analytic tools to practice transformation to improve quality of care and lower overall healthcare costs.

GASB 45 Reporting

The Contractor will assist OSC with the measurement, recognition, and reporting requirements of OPEB expenses and related liabilities to comply with GASB Statement Number 45. The next valuation report will be for the period ending June 30, 2015. The contract calls for interim valuations based on changes in enrollment, updated plan experience, etc. The State's most recent GASB 45 report may be viewed at

<http://www.osc.ct.gov/empret/OPEBActuarialReports/OPEBReport2014.pdf>.

Investment Consulting

The Contractor will assist the OSC in monitoring performance of investment managers, assessing the adequacy of investment options offered in the three defined contribution plans,

evaluating Stable Value option manager performance, making recommendations regarding sufficiency of services, education and communications provided to participants, and briefing OSC staff on new developments in public sector defined contribution plans

Preferred qualifications are past experience and demonstrated proficiency in providing the services described below for public sector clients. The Contractor will be expected to provide services including, but not limited to, the following:

1. Investment consulting and/or monitoring for defined contribution plans; review of adequacy of investment options, education, communications and participant investment outcomes.
2. Assistance with monitoring performance of stable value managers and wrap providers, evaluation and selection of investment managers.
3. Provision of ongoing program management support services.
4. Management of the competitive marketing process including development of RFP documents, drafting performance guarantees, analyzing proposals, summarizing bid findings, conducting interviews with finalists, and assisting in the selection of investment managers and other providers in support of the plans.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Each proposal must include the following:

1. Title Page

A title page indicating the date, subject, name of the Contractor, central office address and the local office address—if a local office will be performing the contracted services—and FEIN, as well as the name, title, address, telephone number and email of the Contractor's contact person for the purpose of clarifying any information submitted.

2. Transmittal Letter

The letter must include the name of the individual(s) proposed to serve the State of Connecticut on this engagement, a rationale for the firm's ability to provide the requested services to the State of Connecticut, and a statement of positive commitment to the availability of the firm's staff to provide the required services. The letter must also include a statement that the proposer has read and accepts the RFP's terms and conditions, the agency's standard contract and conditions and the State's contract compliance requirements in their entirety and without amendment.

3. Organizational Structure

A general description of the Contractor's organization, including its legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed and its primary business functions (benefits consulting, actuarial consulting, asset management, insurance provider, etc.).

4. Financial Condition

If the Proposer is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles. If a Proposer has been in business for less than two years, such Proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles for the entire existence of such firm or corporation.

5. Experience

A description of the Contractor's experience specific to the services requested in this RFP, including the relevant experience of the staff/principal(s) who would be assigned to this project. List all comparable governmental agencies, corporations, and organizations that the staff members designated for the engagement of services sought by this RFP have provided these services to within the past two (2) years, specifying those with a unionized workforce. In addition, the listing should include the number of years that the Contractor has been retained by comparable governmental agencies, corporations, and organizations to provide such services. Contractors are encouraged to identify other experience, factors, or strengths that they possess which may assist the State in its selection process.

6. References

Names, addresses, and phone numbers of individuals who can serve as references. References should be managers and union officials who have worked directly with the Contractor in engagements relevant to the scope of the work proposed in the RFP.

7. Computer Systems

Description of on-site computer system Contractor will be using.

8. Backup Equipment

Description of alternative backup for all equipment which may be used by Contractor.

9. Subcontracts

Identification of the subcontractor(s), if any, to be utilized in meeting the service requirements of this RFP and a listing of the specific tasks to be assigned to the subcontractor(s).

10. Recommended Workplan

A statement of the Contractor's capacity to provide each of the deliverables specified in Section V of this RFP within the expressed time frame.

11. Work Samples

A sample of any relevant publications, reports, policy and procedural recommendations, memoranda, etc. from previous consulting engagements that the Contractor transmits to clients on a regular basis concerning the scope of work proposed in this RFP.

12. Fee Structure

Provide aggregate hourly and per diem rates, along with a total maximum, not to exceed cost estimate. The State is not responsible for any costs incurred by any party in responding to this RFP.

The State of Connecticut is exempt from the payment excise, transportation, and sales tax imposed by the Federal Government and the State; accordingly, such taxes must not be reflected in the proposed price.

13. Conflict of Interest

Disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.

14. Regulatory Issues

Disclose any regulatory problems experienced in the past ten years.

15. Affirmative Action

The proposal must include a summary of the Contractor's experience with Affirmative Action including a summary of the Contractor's affirmative action plan and the Contractor's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- a. The Contractor's success in implementing an affirmative action plan;
- b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c. The Contractor's promise to develop and implement a successful affirmative action plan;
- d. The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e. The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable. (See CGS 32-9e)

The State of Connecticut's Contract Compliance Forms applicable to State contracts have been included in this RFP package.

- ***Notification to Bidders***

This document gives notice that the contract to be awarded is subject to the contract compliance requirements mandated by State statutes and regulations. **This form is included in the RFP package and must be completed by the Contractor and submitted with the proposal.**

- ***Contract Compliance Monitoring Report***

This employment information form is used to report the racial and sexual composition of a firm's or corporation's workplace. **The form is included in the RFP package and must be completed by the Contractor and submitted with the proposal.**

14. Authorized Agent

An authorized agent for the Contractor with authority to negotiate and contractually bind the Contractor must sign the proposal; such individual's title, address, and telephone number must also be provided.

15. Submission Requirements

A. Please include completed copies of the following Vendor Certifications and Affidavits, copies of which are provided in **Attachment II** of this RFP:

- Gift and Campaign Contribution Certification
- Consulting Agreement Affidavit
- Affirmation of Receipt of State Ethics Law
- OPM Iran Certification
- CHRO Notification to Bidders Form
- CHRO Contract Compliance Monitoring Report
- Non-Discrimination Certification
- SEEC Form #10

B. The Contractor must submit one original, one unbound, two (2) electronic copies (CD or Flash Drive), plus 10 copies of their proposal in a sealed envelope upon which a clear indication has been made of the RFP reference title and the date and time the proposal is submitted. The envelope should be delivered to no later than 2:00 p.m. ET on Thursday, August 13, 2015 to:

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
Attention: Sarah Ormerod
Administrative Services Division
55 Elm Street, Third Floor
Hartford, CT 06106

VII. SELECTION PROCESS AND SCHEDULE

Request for Proposal Questions and Response Phase

June 25, 2015	Release of RFP by OSC
July 2, 2015	Questions, if any, due by 2:00 p.m. @ osc.rfp@ct.gov
July 13, 2015	OSC provides responses to bidder questions to the OSC and DAS websites www.osc.ct.gov/vendor/rfp.html and http://www.biznet.ct.gov/SCP_Search/BidResults.aspx
July 20, 2015	Notice of Intent to Bid due by 2:00 p.m. to fax 860-702-3662 or by email to osc.rfp@ct.gov
August 13, 2015	Proposals due at OSC by 2:00 p.m.

Proposed Review and Contractor Selection Schedule

August 19-21, 2015	Reading and Scoring of Proposals
August 26-28, 2015	Finalist Interviews
Sept. 4, 2015	Contract Awarded

VIII. QUESTIONNAIRE FOR GASB 45 REPORTING

A Contractor that is submitting a bid for the GASB 45 reporting must complete Sections A to D of the Questionnaire below.

A. Health Plan Actuarial Experience and Qualifications

1. Provide a brief history of your firm, including when it is founded, how it grew and its current size and market area.
2. Describe the company's lines of business including the number of employees, number of credentialed actuaries, primary business, and relative prominence of firm's health care actuarial practice.
3. Describe the office(s) that will service the State of Connecticut. Describe the number of staff at the office, their qualifications and the ability of the staff to handle additional workload.
4. Identify the professional staff that would be assigned to this project and provide resumes for each supervisor and professional person so identified. Describe their anticipated roles and duties for this engagement. Personnel assigned to this account should have first-hand experience working with governmental entities of similar size and have experience with GASB 45.

5. Provide a minimum of five (5) references of large governmental clients for whom you have performed similar services during the last three (3) years. Include contact information for these clients.

B. Proposed Program Approach

1. Make a statement indicating your understanding as to the scope of work requested.
2. Briefly describe your Firm's approach and give specific illustrations of actuary procedures, which will be employed.
3. Provide an outline of the program, census data to be provided by the State, reports to be generated for the State's analysis;
4. Provide an estimate of time required to fulfill the requirements as presented following receipt of all required data.

C. Project Plan

The responder should submit a project plan for the actuarial services engagement for the valuation of other post-employment benefits. The project plan should include the following:

1. Approach and methodology for the valuation
2. Approach and methodology to include compliance with GASB standards 43 and 45
3. Data requirements from the State.
4. Identification of project plan milestones
5. Schedule for completion and issuance of report
6. Valuation reports elements to include:
 - a. Actuarial present value of total projected benefits
 - b. Actuarial accrued liability
 - c. OPEB assets
 - d. Unfunded actuarial accrued liability
 - e. Normal cost
 - f. Annual required contribution as a dollar amount and as a percentage of payroll
 - g. Annual OPEB cost
 - h. Net OPEB obligation
 - i. Summary of data used for the valuation
 - j. Summary of actuarial methods and assumptions.

D. Project Cost/Professional Fees

Clearly state an all-inclusive maximum not to exceed fee amount for the actuarial valuation services requested under this portion of the RFP.

Provide hourly fees for professional staff to be assigned to this project in the event that additional services are requested.

IX. TERMS AND CONDITIONS / INSTRUCTIONS TO CONTRACTORS

Contractors responding to this RFP must be willing to adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

1. **Acceptance or Rejection by the State**—The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed.
2. **Conformance with Statutes**—Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. **Ownership of Proposals**—All proposals submitted in response to this RFP are to be the sole property of the State, and subject to the applicable Freedom of Information provisions of Connecticut General Statutes, Sections 1-19. Contractors are encouraged not to include any information that is proprietary or not readily available to the public from other sources. *Any proposer who submits matter that the proposer in good faith determines to contain trade secrets or confidential commercial or financial information must provide two redacted copies of its RFP response in a CD or DVD (an original and one copy), which may be disclosed without objection in the event that the State receives a FOIA request for its proposal.*
4. **Ownership of Subsequent Products**—Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.
5. **Communication Blackout Period**—Except as called for in this RFP, contractors may not communicate about the RFP with any of the following: the Healthcare Policy & Benefit Services Division within the OSC or members of the State Employees Retirement Commission until the successor bidders are selected. However, because of the pressing nature of certain current initiatives affecting healthcare benefits and evaluations of investment managers for the Stable Value option, selected employees of the incumbent (Milliman, Inc.) have been designated to communicate with the OSC regarding the substance of those projects during the procurement process.

No Contractor or Contractor's representative may contract an employee of the State or member of the HCCC or their representatives regarding their proposal until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.

6. **Notice of Intent to Bid**—The notice of intent to bid (Attachment I) will be due at the Administrative Services Division at the Office of the State Comptroller by 2:00 P.M. on July 13, 2015. In the notice, the Contractor must provide an email address for

communication of information about the RFP, answers to questions submitted by contractors, and other matters about the contractor selection process. The form may be submitted by fax to 860-702-3662 or emailed to osc.rfp@ct.gov.

No bids will be accepted from firms that fail to submit a Notice of Intent to Bid.

- 7. Availability of Work Papers**—All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.
- 8. Timing and Sequence**—All timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- 9. Stability of Proposed Prices**—Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.
- 10. Oral Agreements**—Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
- 11. Amending or Canceling Requests**—The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.
- 12. Rejection for Default or Misrepresentation**—The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.
- 13. State's Clerical Errors in Awards**—The State reserves the right to correct inaccurate awards resulting from its clerical errors.
- 14. Rejection of Qualified Proposals**—Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 15. Contractor Presentation of Supporting Evidence**—A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- 16. Changes to Proposal**—No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.
- 17. Expenses Incurred**—The State will not reimburse any Contractor for any costs or expenses incurred in preparing proposals or in any other connection with the RFP,

including travel expenses relating to an oral presentation. All expenses incurred by the Contractor in preparing and submitting proposals are the sole responsibility of the Contractor.

- 18. Collusion**—By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.
- 19. Conformance to Instructions**—All responses to the RFP must conform to the instructions herein. Failure to provide any required information, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- 20. Appearances**—In some cases, Contractors may be asked to appear to give demonstrations, interviews presentations or further explanation to the RFP's screening committee.
- 21. Standard Contract and Conditions**—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions below.
- 22. Entire Agreement**—The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the Office of the Attorney General. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the Contractor, and the Office of the Attorney General.
- 23. Rights Reserved to the State**—The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.
- 24. Receipt of Summary of State Ethics Laws.** The Contractor must acknowledge that it has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachment III hereto.

X. STANDARD CONTRACT TERMS AND CONDITIONS

Be advised that the State has certain contract requirements. Contractors responding to this RFP must be willing to adhere to the following contract requirements and must affirmatively state their adherence to these terms and conditions with a transmittal letter appended to their proposal response.

Attached as Attachment II are the Terms and Conditions which must be strictly adhered to. In addition, the Contractor must agree that the contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. Under no circumstances may a State contract contain limited liability and/or binding arbitration provisions. The State may not indemnify a Contractor or waive its sovereign immunity.

Additionally, please be advised that the State will require the following provision:

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence, the Contractor shall at all times assign competent personnel/staff to perform the services contracted for under this agreement. If at any time the State in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, State reserves the right to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to State to provide the services otherwise performable by the Contractor hereunder.

Contractor shall review any requests by State to reassign personnel/staff. In requesting such reassignment of personnel/staff, State shall give thirty days (30) notice to Contractor of State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, the State may terminate this agreement by providing written notice.

XI. EVALUATION OF PROPOSALS

Each proposal will be evaluated by a Screening Committee using the following criteria to determine which Contractor is most capable of implementing OSC's requirements.

Proposers will be evaluated by the Committee on each service offered.

1. Contractor's experience with and ability to perform the required services, including experience in working on similar projects with joint labor-management entities.
2. Contractor's understanding of the project's purpose and scope, as evidenced by the proposed approach and level of effort.
3. Competitiveness of proposed cost.
4. Availability and competence of Contractor's personnel.
5. Conformity with specifications contained herein.
6. Contractor's ability to keep the OSC informed of significant changes in the laws and regulations governing public health benefit administration, deferred compensation plans or changes in GASB statements.
7. Demonstration of Contractor's ability to use data analysis to inform decision making that will result in better outcomes for plan participants.
8. Access, including access for Comptroller staff, to analytic tools or other resources that will assist in plan management, ACO oversight and targeted interventions.
9. Demonstration of Contractor's ability to monitor performance of plan administrators and investment managers, making recommendations regarding sufficiency of services, education and communications provided to participants.
10. Demonstration of Contractor's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
11. At the option of the Screening Committee, Contractor's oral presentation.

Attachment I

INTENT TO BID FAX FORM

*Please fill out the Intent to Bid Form and fax it to 860-702-3662
or email a PDF of the completed form to osc.rfp@ct.gov*

*Attention: Sarah Ormerod
OSC Administrative Services Division*

Name: _____
Firm: _____
Title: _____

This is to confirm that we have received the Request for Proposal for the State of Connecticut.

We wish to advise that we ___**will** ___ **will not** submit a proposal to provide:

We are not submitting a proposal because

Signature of this form presents your intent to bid.

Signature: _____

Email address: _____

Date:

Note: This form must be received no later than 2:00 p.m. on July 20, 2015 to be considered for selection.

Attachment II – Required Vendor Certifications and Affidavits



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE
NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I – Bidder Information

<p>Company Name Street Address City, State & Zip Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ OR Social Security Number _____</p>
<p>Major Business Activity (Brief Description)</p>	<p>Bidder Identification (Response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes___ No___ -Bidder is a minority enterprise. Yes___ No___ (If yes, check ownership category)</p> <p>Black___ Hispanic___ Asian American___ American Indian/Alaska Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</p>
<p>Bidder Parent Company (If any)</p>	<p>-Bidder is certified as above by the State of CT? Yes___ No___</p> <p>DAS Certification Number _____</p>
<p>Other Locations in CT (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/ Equal Employment Opportunity statement posted on company bulletin boards? Yes_____ No_____</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes_____ No_____</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes_____ No_____</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes_____ No_____</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes_____ No_____</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes_____ No_____</p>
<p>4. Do your company advertisements contain a written statement you are an Affirmative Action/Equal Opportunity Employer? Yes_____ No_____</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes_____ No_____ NA_____</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes_____ No_____</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the CT. Dept. of Labor? Yes_____ No_____ NA_____</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes_____ No_____</p> <p>6a. If yes, do the collective bargaining agreements contain nondiscrimination clauses covering all workers? Yes_____ No_____</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the State of CT? Yes_____ No_____</p>	<p>12. Does your company have a written affirmative action plan? Yes_____ No_____</p> <p>If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes_____ No_____</p> <p>If yes, give name and phone number.</p>

Part III - Bidder Subcontracting Practices

<p>1. Will the work of this contract include subcontractors or suppliers? Yes_____ No_____</p> <p>1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business Enterprise. (Defined on page 1; use additional sheets if necessary.)</p> <p>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes_____ No_____</p>
--

PART IV – Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/ Engineering											
Office & Admin. Support											
Bldg/Grounds Cleaning/Maint.											
Construction & Extraction											
Installation, Maint. & Repair											
Material Moving Workers											
Production Operations											
TOTALS OF ABOVE											
Total One Year Ago											

FORMAL ON THE JOB TRAINEES (ENTRE FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices											
Trainees											

***NOTE:** Job Categories can be changed or added to (EX. Sales can be added or replace a category not used in your company).

PART V – Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no and report percentage used.)				2. Check (X) any of the below listed requirements that you use as a hiring qualification.	3. Describe below any other practices or actions that you take which show that you hire, train and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service					Work Experience
Private Employment Agencies					Ability to Speak or Write English
Schools and Colleges					Written Tests
Newspaper Advertisements					High School Diploma
Walk Ins					College Degree
Present Employees					Union Membership
Labor Organizations					Personal recommendation
Minority/Community Organizations					Height or weight
Other (please identify)					Car Ownership
					Arrest Record
					Wage Garnishments

CERTIFICATION (Read this form and check your statements on it CAREFULLY before signing).

I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the Connecticut General Statutes.

Signature	Title	Date Signed	Telephone
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STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

Authorized Signatory Date

Printed Name

STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 10

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on page 2):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The state will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban"

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

Guide to the Code of Ethics
For Current or Potential
State Contractors
2010

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106
860/263-2400
www.ct.gov/ethics

Citizen's Ethics Advisory Board:

G. Kenneth Bernhard, Chairperson (through September 2011)
Thomas H. Dooley, Vice Chairperson (through September 2012)
Ernest Abate (through September 2011)
Kathleen F. Bornhorst (through September 2012)
Rebecca M. Doty (through September 2011)
General David Gay, (ret.) (through September 2013)
Dennis Riley (through September 2013)
Winthrop Smith, Jr. (through September 2013)
Shawn T. Wooden (through September 2013)

Guide for Current or Potential State Contractors

CONTENTS

Introduction	2
Office of State Ethics	4
The Big Picture	4
Benefits to State Personnel	
Gifts	5
Necessary Expenses	7
Fees/Honorariums	7
Hiring State Personnel	
Post-state Employment	8
Outside Employment	9
Other Provisions	
Prohibited Activities	10
Affidavits	10
Investment Services	10
Registering as a Lobbyist	10
Contribution Ban for Communicator Lobbyists	10
Sessional Ban for Client Lobbyists	11
Public Act 05-287	11
Executive Orders	11
Additional Information	12

Guide for Current or Potential State Contractors

THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL

Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

Guide for Current or Potential State Contractors

- *Gifts to the State* – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual. Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.

This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

Guide for Current or Potential State Contractors

Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.

Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee. You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

Guide for Current or Potential State Contractors

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months. Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Guide for Current or Potential State Contractors

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).

Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends. It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

Guide for Current or Potential State Contractors

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).

Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. See Conn. Gen. Stat. § 1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.

Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Guide for Current or Potential State Contractors

Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

Guide for Current or Potential State Contractors

FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660
T: 860/263-2400
F: 860/263-2402
www.ct.gov/ethics

Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov
Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov
Public official filing/reporting questions: SFI.OSE@ct.gov
Enforcement questions: Ethics.Enforcement@ct.gov
All other inquiries: ose@ct.gov

January 2010

Attachment III – OSC Standard Contract

OSC Standard Contract and Conditions

SECTION 1

This Agreement (“Agreement”) is made and entered into as of the ____ of _____, 2014 (“Effective Date”) by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller”), and _____ (“Contractor”) under the authority of Conn. Gen. Stat. Sections 3-112.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall begin effective (start date) and shall expire on (end date), and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than (hereinafter “end date”).

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

SECTION 3

NOTICE OF CHANGE AND TERMINATION

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

Comptroller: Office of the Comptroller
55 Elm Street
Hartford, CT 06106
Attention: Business Office

Contractor: _____

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the Comptroller for damages sustained by the Comptroller by virtue of any breach of the Agreement by the Contractor, and the Comptroller may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages to the Comptroller is determined.

The Comptroller or the Contractor may terminate this Agreement for any time by giving at least 60 days notice in writing to the other party. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination pursuant to _____ shall accrue and be paid to the Contractor.

SECTION 4 SPECIFICATION OF SERVICES

(Insert Outline of Work)

SECTION 5 COST AND SCHEDULE OF PAYMENTS

The COMPTROLLER shall pay the CONTRACTOR a total sum not to exceed _____ for services performed under this AGREEMENT.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the Comptroller.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the Comptroller.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

Such expenses may include, but are not limited to: mileage @ 50.5 cents per mile; costs of travel including airfare and hotels, and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this AGREEMENT. All expenses will be reimbursed at cost.

SECTION 6 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the Comptroller and the Contractor on matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties and where applicable approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

B. Changes in Service

When changes in the services are required or requested by the Comptroller, Contractor shall promptly estimate their monetary effect and so notify the Comptroller. No change shall be implemented by Contractor unless it is approved by the Comptroller in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Comptroller determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the Comptroller hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Contractor shall provide written notice to the State of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Agreement.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any Comptroller approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the Comptroller promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The Comptroller may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Comptroller to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the Comptroller for any economic detriment caused the Comptroller by such subcontract arrangement.

Contractor shall, if requested to do so by the Comptroller, reassign from the Comptroller's account any employee or authorized representatives whom the Comptroller, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an

employee under this paragraph, the Comptroller shall give ten (10) days notice to Contractor of the Comptroller's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the Comptroller that the employee should not be reassigned; however, the Comptroller's decision in its sole discretion after such five (5) day period shall be final. Should the Comptroller still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the Comptroller's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the Comptroller shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the Comptroller at all times, and Contractor shall furnish all information concerning the services.

The Comptroller or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The Comptroller will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the Comptroller's request, the Contractor shall provide the Comptroller with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Comptroller's business under

this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Comptroller and shall make them available for inspection and audit by the Comptroller.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the, State of Connecticut, the Comptroller, its officers and employees. The State of Connecticut shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:

Minimum Amounts and Limits

- | | |
|---|---|
| 1. Workers' Compensation | Connecticut Statutory Requirements |
| 2. Employer's Liability | To the extent included under Workers' Compensation Insurance Policy |
| 3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement: | |
| a. Bodily Injury Insurance meeting Connecticut statutory requirements; | |
| b. Property Damage Insurance meeting Connecticut statutory requirements; | |

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Comptroller at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which

Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the Comptroller prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Comptroller or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Comptroller, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the Comptroller:

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor

To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the Comptroller, provided however, the use of the Comptroller seal shall require specific and express permission from the Secretary of the Comptroller.

M. Confidentiality

All data provided to Contractor by the Comptroller or developed internally by Contractor with regard to the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the Comptroller or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Comptroller in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the Comptroller upon notice to the Contractor. Contractor warrants that it will hold the Comptroller harmless from any liability which may be imposed upon the Comptroller as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Non-Discrimination -The Contractor agrees to the following provisions required pursuant to 4a-60a of the Connecticut General Statutes:

For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons. (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are member of a minority, as such term is defined in subsection (a) of Connecticut General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual,

firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action – equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Connecticut General Statutes sections 46a-68e and 46a-68f and with regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission and permit access to pertinent books, records and accounts, concerning the works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprise as subcontractors and suppliers of materials on employment practices and procedures of this Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices: affirmative advertising, recruiting; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Contractor shall include the provisions of subsection _____ of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless

exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by Connecticut General Statutes, Section 46a-51p, the Contractor agrees to the following provisions required pursuant to Section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and Section 46a-56 of the Connecticut General Statutes.

The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on any subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or

defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The Comptroller shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by the Comptroller of any payment to the Contractor constitute or be construed as a waiver by the Comptroller of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the Comptroller while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Comptroller in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Comptroller, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary had been fully set forth in the Contract. (See Attachment A, attached hereto and incorporated by reference herein.)

AA. Data Security: The Contractor agrees to the following provisions required pursuant to Public Act 15-142:

(a) As used in this section:

(1) "Contractor" means an individual, business or other entity that is receiving confidential information from a state contracting agency or agent of the state pursuant to a written agreement to provide goods or services to the state.

(2) "State agency" means any agency with a department head, as defined in section 4-5 of the general statutes.

(3) "State contracting agency" means any state agency disclosing confidential information to a contractor pursuant to a written agreement with such contractor for the provision of goods or services for the state.

(4) "Confidential information" means an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160. 103, as amended from time to time. In addition, "confidential information" includes any information that a state contracting agency identifies as confidential to the contractor. "Confidential information" does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

(5) "Confidential information breach" means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with any part of a written agreement with a state contracting agency in any manner, including, but not limited to, the following occurrences: (A) Any confidential information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (B) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any confidential information that is not encrypted or protected, or (ii) any encrypted or protected confidential information together with the confidential process or key that is capable of compromising the integrity of the confidential information; or (C) there is a substantial risk of identity theft or fraud of the client of the state contracting agency, the contractor, the state contracting agency or the state.

(b) Pursuant to this Agreement OSC will share confidential information with Contractor, and Contractor agrees to do the following:

(1) At its own expense, Contractor will protect from a confidential information breach any and all confidential information that it comes to possess or control, wherever and however stored or maintained;

(2) Implement and maintain a comprehensive data-security program for the protection of confidential information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of confidential information as set forth in all applicable federal and state law and written policies of the state. Such data-security program

shall include, but not be limited to, the following: (A) A security policy for contractor employees related to the storage, access and transportation of data containing confidential information; (B) reasonable restrictions on access to records containing confidential information, including the area where such records are kept and secure passwords for electronically stored records; (C) a process for reviewing policies and security measures at least annually; and (D) an active and ongoing employee security awareness program that is mandatory for all employees who may have access to confidential information provided by the state contracting agency that, at a minimum, advises such employees of the confidentiality of the information, the safeguards required to protect the information and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law;

(3) Limit access to confidential information to authorized contractor employees and authorized agents of the contractor, for authorized purposes as necessary for the completion of the contracted services or provision of the contracted goods;

(4) Maintain all electronic data constituting confidential information obtained from state contracting agencies: (A) In a secure server; (B) on secure drives; (C) behind firewall protections and monitored by intrusion detection software; (D) in a manner where access is restricted to authorized employees and their authorized agents; and (E) as otherwise required under state and federal law;

(5) Implement, maintain and update security and breach investigation procedures that are appropriate given the nature of the information disclosed and that are reasonably designed to protect the confidential information from unauthorized access, use, modification, disclosure, manipulation or destruction;

(6) Notify OSC and the Attorney General as soon as practical after the contractor becomes aware of or has reason to believe that any confidential information that the contractor possesses or controls has been subject to a confidential information breach;

(7) Immediately cease all use of the data provided by OSC or developed internally by the contractor pursuant to a written agreement with the state if so directed by the state contracting agency; and

(8) In accordance with the proposed timetable established pursuant to subdivision (1) of subsection (e) of this section, submit to the office of the Attorney General and the state contracting agency either (A) a report detailing the breach or suspected breach, including a plan to mitigate the effects of any breach and specifying the steps taken to ensure future breaches do not occur, or (B) a report detailing why, upon further investigation, the contractor believes no breach has occurred. Any report submitted under this subdivision shall be considered information given in confidence and not required by statute, under subparagraph (B) of subdivision (5) of subsection (b) of section 1-210 of the general statutes.

(c) Contractor shall not:

- (1) Store data constituting confidential information on stand-alone computer or notebook hard disks or portable storage devices such as external or removable hard drives, flash cards, flash drives, compact disks or digital video disks, except as provided for in the agreement and including alternate measures of security assurance approved pursuant to section 2 of this act; or
- (2) Copy, reproduce or transmit data constituting confidential information, except as necessary for the completion of the contracted services or provision of the contracted goods.

(d) All copies of data constituting confidential information of any type, including, but not limited to, any modifications or additions to data that contain confidential information, are subject to the provisions of this section in the same manner as the original data.

(e) In the event of a confidential information breach or a suspected confidential information breach Contractor shall:

(1) Notify OSC and the office of the Attorney General within 24 hours when it has reason to believe that there has been a confidential information breach or a suspected confidential information breach.

(2) Within 3 days of a breach of Contractor shall submit to the office of the Attorney General and OSC either (A) a report detailing the breach or suspected breach, or (B) a report detailing why, upon further investigation, the contractor believes no breach has occurred; and

(3) If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to OSC and the Connecticut Office of the Attorney General, for review and approval.

(i) Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach.

(ii) Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a.

(iii) Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach.

(iv) The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from any State of Connecticut entity or any affected individuals.

(f) The notice required by subsection (e) of this section may be delayed (1) at the state contracting agency's sole discretion based on the report and, if applicable, the plan provided, or (2) if a law enforcement agency or intelligence agency notifies the contractor that such notification would impede a criminal investigation or jeopardize homeland or national security. If notice is delayed pursuant to this subsection, notification shall be given as soon as reasonably feasible by the contractor to the applicable state contracting agency.

(g) Contractor understands that the Attorney General may investigate any violation of this section. If the Attorney General finds that a contractor has violated or is violating any provision of this section, the Attorney General may bring a civil action in the superior court for the judicial district of Hartford under this section in the name of the state against such contractor. Nothing in this section shall be construed to create a private right of action.

(h) The requirements of this section shall be in addition to the requirements of section 36a-701b of the general statutes, as amended by this act, and nothing in this section shall be construed to

supersede a contractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 P. L. 104-191 (HIPAA), the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, (FERPA) or any other applicable federal or state law.

(i) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.